

# MANUFACTURERS LIMITED LIFETIME WARRANTY

# RESIDENTIAL APPLICATION IN USA AND CANADA

FIBO AS ("WE") WARRANTS THAT DURING THE WARRANTY PERIOD SPECIFIED BELOW, FIBO WALL PANELS AND KITCHEN BOARDS (INDIVIDUALLY AND COLLECTIVELY, THE "PRODUCT") WILL BE FREE FROM DEFECTS IN MATERIALS AND MANUFACTURE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY.

# THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT FIBOSYSTEMUSA.COM AND FIBOSYSTEMCANADA.COM

### WHO MAY BENEFIT FROM THIS LIMITED WARRANTY?

We extend this limited warranty only to the consumer who purchased the Product for installation in the original location of residential installation ("you"). It does not extend to any subsequent owner of the Product. For clarity, we extend this limited warranty to a consumer who purchased the Product through a commercial purchaser (such as a contractor) for installation in the original location of residential installation.

## WHAT DOES THIS LIMITED WARRANTY COVER?

The Product will not delaminate, stain, fade or crack during the Warranty Period as a result of defects in materials and/or manufacture of the Product, when properly installed in accordance with Fibo's installation instructions and cared for in accordance with Fibo's instructions for "Cleaning and Maintenance" or "Product Guide."

### WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This limited warranty does not cover items such as sealant, profiles or installations screws.

This limited warranty does not cover any damage due to:

- (a) abuse, misuse, or improper installation;
- (b) failure to follow the product instructions or to perform preventive maintenance;
- (c) incorrect seal or modifications;
- (d) unauthorized repair;
- (e) external causes such as natural events, fire, accidents, infestation and other actions or events beyond our reasonable control;
- (f) use in vicinity of high moisture (e.g. swimming pool, hot tub) or extreme heat (e.g. spa, sauna, steam room);
- g) use outdoors;
- (h) movement of the building due to land slip, failure of a foundation or the underlining building structure; or
- (i) normal wear and tear.

This limited warranty does not cover any labor or other costs of removal or installation.

### WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for the lifetime (to a maximum of 50 years) of the installation for residential applications (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the Product.

We may change the period of coverage or other terms of this limited warranty at our discretion. The version of the terms applicable to you is the version in effect when you purchased the Product.

# WHAT ARE YOUR REMEDIES UNDER THIS LIMITED WARRANTY?

If, after inspection by an authorized Fibo representative, we determine a Product is defective during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such Product (or the defective portion), or (b) refund the purchase price of such Product [amortized over 50 years]. We retain the right to replace the Product with a similar product.

Fibo's option to repair or replace the Products under this limited warranty does not cover labor or other costs of removal or installation.

### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must, during the Warranty Period, either (a) email our Customer Service Department at info@fibosystem.com, or (b) contact the dealer from whom you purchased the Product, and submit your claim, include information about what type of defect, number of panels, Fibo invoice number and/or code on back of panel.

# LIMITATION OF LIABILITY CANADA AND USA. THIS CLAUSE IS NOT APPLICABLE TO CONSUMERS RESIDING IN QUEBEC OR OTHER JURISDICTIONS WHERE PROHIBITED BY LAW:

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS (i.e. SOME US STATES OR TERRITORIES OR CANADIAN PROVINCES OR TERRITORIES) DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, OR CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES OR CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

Published by:

## Fibo AS

Industriveien 2 4580 Lyngdal Norway

Version 2, Effective Date: August 19, 2020



## **MANUFACTURERS LIMITED 25 YEAR WARRANTY**

# COMMERCIAL PURCHASE FOR NON-RESIDENTIAL APPLICATION IN USA AND CANADA

FIBO AS ("WE") WARRANTS THAT DURING THE WARRANTY PERIOD SPECIFIED BELOW, FIBO WALL PANELS AND KITCHEN BOARDS (INDIVIDUALLY AND COLLECTIVELY, THE "PRODUCT") WILL BE FREE FROM DEFECTS IN MATERIALS AND MANUFACTURE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY.

# THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT FIBOSYSTEMUSA.COM AND FIBOSYSTEMCANADA.COM

### WHO MAY USE THIS LIMITED 25 YEAR WARRANTY?

We extend this limited warranty only to the commercial (non-consumer) purchaser for non-residential applications who purchased the Product for installation in the original-location of installation ("you"). This warranty applies only to commercial purchases of the Product for non-residential applications. It does not extend to any subsequent owner of the Product. For residential application of the product, please see Manufacturers limited lifetime warranty: Residential application in USA and Canada.

### WHAT DOES THIS LIMITED 25 YEAR WARRANTY COVER?

The Product will not delaminate, stain, fade or crack during the Warranty Period as a result of defects in materials and manufacture of the Product, when properly installed in accordance with Fibo's installation instructions and cared for in accordance with Fibo's instructions for "Cleaning and Maintenance" or "Product Guide."

### WHAT DOES THIS LIMITED 25 YEAR WARRANTY NOT COVER?

This warranty does not cover items such as sealant, profiles or installations screws.

This limited warranty does not cover any damage due to:

- (a) abuse, misuse, or improper installation;
- (b) failure to follow the product instructions or to perform preventive maintenance;
- (c) incorrect seal or modifications;
- (d) unauthorized repair;
- (e) external causes such as natural events, fire, accidents, infestation and other actions or events beyond our reasonable control;
- (f) use in vicinity of high moisture (e.g. swimming pool, hot tub) or extreme heat (e.g. spa, sauna, steam room);
- (g) use outdoors;
- (h) movement of the building due to land slip, failure of a foundation or the underlining building structure; or
- (i) normal wear and tear.

This limited warranty does not cover any labor or other costs of removal or installation.

### WHAT IS THE PERIOD OF COVERAGE?

This limited warranty is valid for 25 years starting on the date of purchase of the Product (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the Product.

We may change the period of coverage or other terms of this limited warranty at our discretion. The version of the terms applicable to you is the version in effect when you purchased the Product.

### WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

If, after inspection by an authorized Fibo representative, we determine a Product is defective during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such Product (or the defective portion), or (b) refund the purchase price of such Product [amortized over 25 years]. We retain the right to replace the Product with a similar product.

Fibo's option to repair or replace the Product under this limited warranty does not cover labor or other costs of removal or installation.

## HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must, during the Warranty Period, either (a) email our Customer Service Department at info@fibosystem.com, or (b) contact the dealer from whom you purchased the Product, and submit your claim, include information about what type of defect, number of panels, Fibo invoice number and/or code on back of panel.

### LIMITATION OF LIABILITY CANADA AND USA:

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS (i.e. SOME US STATES OR TERRITORIES OR CANADIAN PROVINCES OR TERRITORIES) DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, OR CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES OR CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY

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